

**UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:	)	
	)	
IRIDIUM OPERATING LLC,	)	Chapter 11 Case No. 99-45005 (JMP)
IRIDIUM LLC,	)	
IRIDIUM IP LLC,	)	
IRIDIUM CAPITAL CORP.,	)	
IRIDIUM ROAMING LLC,	)	(Jointly Administered)
IRIDIUM (POTOMAC) LLC,	)	
IRIDIUM PROMOTIONS, INC.,	)	
	)	
Debtors.	)	
	)	

**AFFIDAVIT OF ANDREW CURRIE AND DISCLOSURE STATEMENT  
ON BEHALF OF VENABLE LLP PURSUANT TO 11 U.S.C. SECTION 327(e) AND  
FEDERAL RULES OF BANKRUPTCY PROCEDURE 2014(a) AND 2016(b) IN  
SUPPORT OF APPLICATION FOR ORDER AUTHORIZING EMPLOYMENT AND  
RETENTION OF VENABLE LLP AS COUNSEL FOR THE DEBTORS**

STATE OF MARYLAND	)	
	)	
CITY OF BALTIMORE	)	ss:

ANDREW J. CURRIE, being duly sworn, deposes and says:

1. I am a partner in the firm of Venable LLP (“Venable” or the “Firm”), a law firm with offices in New York, New York; Los Angeles, California; the District of Columbia; Baltimore, Towson and Rockville, Maryland; and Vienna, Virginia. I am resident in the Firm’s Baltimore and Washington, D.C. offices. I am an attorney licensed to practice law in the state of Michigan and the District of Columbia and am admitted to practice before this Court pro hac vice.

2. I submit this affidavit in support of the application filed by the Debtors for authorization to employ Venable as Special Counsel to the Debtors in the above-captioned chapter 11 cases and in compliance with §§ 327(e) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), as well as to provide the disclosures required under Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

3. Unless otherwise stated in this affidavit, I have personal knowledge of the facts set forth herein. I have relied on the work of other attorneys and staff at Venable in ascertaining and confirming certain of the information set forth herein. To the extent that any information disclosed herein requires amendment or modification upon Venable’s completion of

further analysis or as additional information becomes available to it, a supplemental affidavit will be submitted to the Court reflecting such amended or modified information.

4. Except as otherwise stated herein, neither I, Venable, nor any partner of, associate of, or of counsel to the Firm represents any party in interest (or its attorneys or accountants) in connection with the Debtors' chapter 11 cases, or has any connection with the United States Trustee or any person employed in the Office of the United States Trustee.

5. Venable is a "disinterested person," as that term is defined in § 101(14) of the Bankruptcy Code in that Venable, its partners, counsel, and associates:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. are not and were not, within two years before the date of this affidavit, a director, officer, or employee of the Debtors; and
- c. do not have an interest materially adverse to the interest of Debtors' estates or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

6. Venable has in the past represented, currently represents, and may in the future represent entities that may be creditors of the Debtors in matters unrelated to the Debtors' pending chapter 11 cases. Venable, which employs over 525 attorneys, has a large and diversified legal practice that encompasses the representation of many clients, some of which are or may consider themselves to be creditors or parties in interest in the pending cases or to otherwise have interests in these cases.

#### **Venable Disclosure Procedures**

7. In preparing this affidavit, a set of procedures developed by Venable was used to ensure full compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the Court regarding the retention of professionals under the Bankruptcy Code (the "Firm Disclosure Procedures"). Pursuant to the Firm Disclosure Procedures, the following actions to identify the parties relevant to this affidavit and to ascertain Venable's connection to such parties were undertaken:

- a. Venable compiled a list of names of the Debtors, interested parties and significant creditors (the "Identified Parties"). The Identified Parties include the Debtors, certain alleged insiders or affiliates thereof, and significant creditors and/or parties in interest.
- b. Venable then compared the entities listed on the Identified Parties List to the names that Venable has compiled into a master client database from its conflict clearance and billing records (the "Client Database"). The Client Database includes the names of current or former clients, the names of the parties who are or were related or

adverse to such current or former clients, and the names of the Venable personnel who are or were responsible for current or former matters for such clients.

- c. Any matches between the Client Database and the Identified Parties List were identified (the "Client Match List").
- d. Venable then reviewed the Client Match List and, with the assistance of one of the Firm's ethics partners, identified any client connections with regard to which Venable had represented the client within the last two years.

#### **Venable's Connections with Parties in Interest**

8. Following the foregoing procedures, parties in the Client Match List where Venable had represented the client within the last two years were reviewed and from such review it was determined that, in respect of each connection between Venable and such parties, Venable (a) does not hold or represent an interest that is adverse to the Debtors' estates, and (b) can represent the Debtors in matters adverse to the Identified Parties.

9. Venable previously has represented, currently represents, and may represent in the future the parties described below (or their affiliates) and other clients in various matters, but not in connection with the Debtors' chapter 11 cases. The following is the product of implementing the Firm Disclosure Procedures described above based on the information in the Identified Parties List known to date, and is based on Venable client relationships within the last two years with the indicated parties:

- (a) Venable previously represented Sprint Nextel Corporation, Sprint Iridium Inc., in matters unrelated to these cases.

#### **Venable's Rates and Billing Practices**

10. Venable's current customary hourly rates, subject to change from time to time, for the persons currently anticipated to be involved in this engagement, range from \$340.00 to \$600.00 for partners, \$315.00 to \$375.00 for of counsel, \$225.00 to \$340.00 for associates and \$165.00 to \$210.00 for paralegals. My hourly rate is currently \$540.00.

11. No promises have been received by Venable or any partner, counsel or associate thereof as to payment or compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. Venable has no agreement with any other entity to share with such entity any compensation received by Venable or by such entity.

12. The Debtors' Application requests approval of their retention of Venable on the terms and conditions Venable charges non-debtors, namely, payment of its hourly rates as adjusted from time to time and reimbursement of out-of-pocket disbursements at cost or based on formulas that approximate the actual cost where the actual cost is not easily ascertainable. Subject to these terms and conditions, Venable intends to apply for compensation for professional services rendered in these chapter 11 cases and for reimbursement of actual and

necessary expenses incurred in connection therewith, in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and orders of the Court.

13. The foregoing constitutes the statement of Venable pursuant to section 327(e) of the Bankruptcy Code and Rules 2014(a) and 2016(b) of the Bankruptcy Rules.

/s/ Andrew J. Currie  
Andrew J. Currie

STATE OF MARYLAND                    )  
  )  
COUNTY OF ANNE ARUNDEL        )                   ss:

Subscribed and sworn to before me, a notary public for the State and City aforesaid, on this 11<sup>th</sup> day of January, 2008.

/s/ Deborah L. Llewellyn  
Notary Public

My commission expires: March 1, 2008